GEQ-37C

CONSTITUTION AND BY-LAWS

of the

General Electric Mutual Benefit Association

Pittsfield Works

Adopted June, 1915

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Read these rules and regulations and know what the G.E.M.B.A. will do for you.

In case you are disabled by sickness or accident, arrange to have the Association notified, according to Article VIII, Section 4. Telephone if you can; send a letter if more convenient, but get your notification in promptly.

This is your organization. Boost it.

CONSTITUTION AND BY-LAWS

GENERAL ELECTRIC MUTUAL BENEFIT ASSOCIATION

PITTSFIELD WORKS

		Page
I	Name	2
II	Object	2
III	Membership	2
IV	Section Organization	5
V	General Officers and Committees	7
VI	Duties of Officers and Committees	8
VII	Meetings	9
VIII	Benefits	10
IX	Withdrawals and Expulsions	16
X	Funds	17
	(a) General	17
	(b) Disability Benefits Fund	18
	(c) Death Benefit Fund	19
	(d) Relief Fund	19
	(e) Hospitalization Fund	20
XI	Liability of Members	20
XII	Amendments	21
XIII	Dissolution	21

CONSTITUTION AND BY-LAWS

GENERAL ELECTRIC MUTUAL BENEFIT ASSOCIATION

PITTSFIELD WORKS

ARTICLE I—NAME

This Association shall be known as the General Electric Mutual Benefit Association of Pittsfield Works, and its headquarters shall be at Pittsfield, Mass.

ARTICLE II—OBJECT

The object of this Association shall be to foster a fraternal spirit among its members and to afford aid to its members in case of disability caused by sickness or accident and to provide benefits in case of death.

ARTICLE III—MEMBERSHIP

1. Any person in good health over sixteen years and under fifty-five years of age, employed by the General Electric Company at Pittsfield, shall be eligible to become a member upon:

(a) Filing an application and
(b) Approval of the Executive Committee.

2. There shall be three classes of membership with dues and benefits as follows:

Class	A	B	C
Entrance Fee	$0.50	$1.00	$1.00
Weekly Dues	.10	.20	.30
Weekly Disability Benefits			
Women	5.00	10.00	15.00
Men	6.00	12.00	18.00
Hospitalization Benefits			
Per Day	1.50	3.00	4.00
Death Benefits	100.00	200.00	300.00

Membership in Class A is unlimited as to earnings or marital conditions.

Membership in Class B is unlimited as to earnings, except as provided in Section 5 of this Article.

Membership in Class C is limited to those employees having average weekly earnings of $23.00 or more, except as provided in Section 5 of this Article.

3. A member under 55 years of age may change from one class to a higher class of membership, if earnings and marital conditions permit, by notifying the General Chairman in writing and authorizing the deduction of the additional amount for entrance fee when necessary.

A member who changes his class of membership shall not be entitled to receive the higher benefits unless disability begins after four (4) weeks' membership in the higher class.

A member changing from Class C or B to Class A will not be entitled to refund of difference in entrance fee.

4. An employee of the General Electric Company who is transferred to the Pittsfield Works from another works, may become a member of this Association without paying the entrance fee, if the employee will furnish necessary records to show that he was a member, in good standing, of the Mutual Benefit Association at the other works at the time of the transfer.

A member transferred according to the foregoing provisions shall pay dues for ten (10) consecutive weeks from date of transfer, and he shall not be exempt from paying dues on account of the provisions made in Article X, Section b2 until after he has paid ten (10) weeks' dues.

5. A married woman may belong to Class A only, except that a married woman having average weekly earnings of $23.00 or more may become a member of Class B, and a married woman who is supporting a dependent husband, dependent child or children, parent or parents, or any other relative, actually dependent upon her for support may become a member of Class B; or of Class C if her average weekly earnings are $23.00 or more, if such membership is requested by the member and approved by the Executive Committee.

6. Average weekly earnings for hourly rated employees shall be obtained by dividing the total earnings of the previous fiscal quarterly period by the number of weeks worked (partial or complete) during the same period.

Salaried employees' weekly earnings shall be defined at their weekly rate.

A Class C member whose average weekly earnings for two consecutive fiscal quarterly periods have dropped below $21.00 will be automatically changed to Class B and the member will be notified of the change. When later the fiscal quarterly earnings of such a member increase so that the member is again eligible for Class C membership, the member will be automatically changed to Class C.

7. Membership shall be effective from the Monday following the collection of Entrance Fee. Dues are payable in advance, and shall be deducted from the member's pay by the Payroll department except when payment of dues is suspended in accordance with Article X, Section b2.

All moneys collected by the Payroll Department shall be remitted promptly to the Treasurer of the Association.

ARTICLE IV—SECTION ORGANIZATION

1. The Association shall be divided into three Sections as follows:

Section No. 1—Men on Factory Payrolls

This section shall be further divided into Districts as follows:

District No. 1—North of B. & A.R.R. and east of Woodlawn Avenue.

District No. 2—South of B. & A.R.R. and east of Woodlawn Avenue.

District No. 3—South of B. & A.R.R. and west of Woodlawn Avenue, except Plastics Department.

District No. 4—North of B. & A.R.R. and west of Woodlawn Avenue.

District No. 5—South of East Street; the Columbus Avenue Plant and Plastics Department.

Section No. 2—Men on Office Payrolls. (Including Drafting and Laboratory.)

Section No. 3—Women on Factory or Office Payrolls.

2. Every District of Section No. 1, and Sections No. 2 and No. 3, shall each have a Section Committee of five members.

3. The Section Committees shall be elected by ballot at the annual election to be held on the third Wednesday in the month of December, and those receiving a plurality of the votes shall be declared elected. The elected members shall among themselves ballot to decide which one shall be the Chairman of the Committee.

4. Members of Section Committees shall hold office from January 1 to December 31, both inclusive.

5. The Section Committees shall represent the members of their particular Section or District in the affairs of the Association; and shall endeavor to have employees in their respective section of the plant become members of the Association.

6. If a vacancy occurs on a Section Committee, the remaining members, if there are not less than three, shall fill such vacancy by appointing a member who is eligible in accordance with the other sections of this Article.

ARTICLE V—GENERAL OFFICERS AND COMMITTEES

1. The officers of this Association shall consist of a General Chairman and a Treasurer, both of whom shall be appointed by the Pittsfield Works' Manager of the General Electric Company to hold office until their successors have been appointed. Additional officers may be added at the discretion of the Pittsfield Works' Manager of the General Electric Company and the Executive Committee.

2. There shall be a General Committee consisting of the members of the Section Committees, together with the General Chairman who will act as chairman of this committee.

3. There shall be an Executive Committee consisting of the seven Chairmen of the Section Committees, together with the General Chairman who will act as chairman of this committee.

4. Members of the Executive Committee shall hold office until their successors have been elected and have qualified.

5. There shall be an election committee consisting of not less than five members appointed by the General Chairman.

ARTICLE VI—DUTIES OF OFFICERS AND COMMITTEES

1. The General Chairman shall look after the interest of the Association in general; he shall see that necessary records are kept and that all transactions are carried out in conformity with the Constitution and By-laws; with the advice and consent of the Executive Committee he shall call special meetings of the Association and preside at same; he shall act as chairman of the General and Executive Committees; he shall furnish bond in a sum to be determined by the Executive Committee and at the expense of the General Electric Company.

2. The Treasurer shall receive and account for all money of the Association, depositing or investing the same promptly, in the name of the Association; he shall pay by check any voucher, properly approved by the General Chairman, drawn on the funds of the Association; he shall furnish bond in an amount to be determined by the Executive Committee and at the expense of the General Electric Company; he shall render such periodical and other reports on the financial operations of the Association as are necessary for its operation.

3. The General Committee shall supervise the administration of the affairs of the Association, delegating authority for settling details of administration to the Executive Committee.

4. The Executive Committee shall have authority to review and adjust claims that may be disputed; to pass upon the investment of the funds of the Association and to perform such other duties in connection with the administration of the various Funds of the Association as may be delegated to it by the General Committee. When, in the judgment of the Executive Committee, conditions warrant such procedure, this committee shall have authority to levy extra assessments. The Executive Committee shall appoint a General Auditor to audit the accounts of the Association.

5. The election committee shall outline the procedure to be followed in the election of the members of section committees and shall supervise the annual election of such committees and any special elections which may be necessary.

ARTICLE VII—MEETINGS

1. There shall be no regular meetings of the Association, but special meetings may be called by the General Chairman with the advice and consent of the Executive Committee, or upon receipt of a written request officially representing at least one-third of the General Committee, provided however, that at least

one week's notice of the time and purpose of such meeting shall be given to all members of the General Committee.

2. The Executive Committee shall decide whether all members or duly appointed or elected delegates shall attend each special meeting.

3. Ten per cent of the members in good standing shall constitute a quorum at all meetings of a Section.

4. A majority of members of any committee shall constitute a quorum of that committee.

ARTICLE VIII—BENEFITS

1. Members disabled through sickness or accident shall receive disability benefits at the rate specified in Article III, for every day of disability, exclusive of Sundays, for a period not to exceed fourteen (14) weeks in any twelve (12) consecutive months, but a member shall not be entitled to such benefits unless disability begins after four (4) weeks' membership, and no such benefits shall be paid for the first week of disability, and no benefits shall be paid during the second or any subsequent year for a continuing disability.

2. A disabled member shall be exempt from the payment of dues for the full weeks during which he receives disability benefits and thereafter during such time as he would be entitled to benefits, save for the limitation of 14 weeks provided in Section 1 of this Article.

3. No member shall be entitled to benefits for disability or death if the same is the result of intemperance, intentional negligence, venereal diseases, pregnancy, childbirth, undue exposure to danger, or of sickness or accident previous to membership in the Association, or of suicide, while sane or insane, within two years from the date of membership.

4. If a member becomes disabled he shall within a week notify the General Chairman, Visiting Nurse or a Committeeman of his disability. If notification is sent by U.S. mail, the date of the postmark shall be assumed as the date of notification; if other means of notification are used, the date of the receipt of such notice by the General Chairman or Visiting Nurse shall be considered the date of notification. The Executive Committee, in special cases, however, shall have power to accept other proof for establishing the date of beginning of disability.

5. The Visiting Nurse delegated by the Association shall call upon the disabled members as soon as practicable and not later than three (3) days after the receipt of notification. The nurse shall report forthwith in writing to the General Chairman her recommendation for or against the payment of benefits and thereafter shall report at least once a week except as provided in Section 7 of this Article.

6. If payment of benefits is not recommended by the Visiting Nurse, the Executive

Committee shall further investigate and render a decision.

7. Where, on account of distance, it is impracticable to have the Visiting Nurse visit a disabled member, the Executive Committee may call for a statement before a Notary Public, Justice of the Peace, or similar officer, in addition to doctor's certificate. The disabled member shall furnish the above at his expense in order to be entitled to benefits.

8. No member disabled through sickness or accident, while in arrears, shall be entitled to benefits for such or any subsequent disability until the expiration of one week after recovery from the prior disability and until said member is reinstated as hereinafter provided. The decision of the Executive Committee shall be final in all cases as to the date of said recovery.

9. No member, while disabled through sickness or accident shall leave his usual place of residence for an extended period without giving the Visiting Nurse at least three (3) days' notice in advance. The Executive Committee shall have the right to waive this rule in any particular instance if it believes justice so requires.

10. Upon the death of a member of the Association, the General Chairman will, upon securing sufficient proof of death, authorize payment from the treasury to the beneficiary of the deceased, the sum of one hundred dollars ($100.00) if the deceased was a member

of Class A; two hundred dollars ($200.00) if a member of Class B, or three hundred dollars ($300.00) if a member of Class C. There shall be no such payment made unless the deceased has been a member of the Association in good standing for at least four (4) weeks. In the event of the death of the beneficiary prior to that of the member, the death benefit shall be payable to the estate of the deceased member.

11. The beneficiary of a member who leaves the employ of the General Electric Company while disabled through sickness or accident and who dies subsequently on account of such disability, shall be entitled to receive benefits subject to the same conditions as if the deceased had remained in the service of the Company, provided, however, that such disability has prevented the member from securing remunerative employment and that death occurs within one year from the last day at work, or, if death occurs after one year, that the absence beyond one year due to such disability does not exceed a period of time equal to two (2) months for each year of membership in the Association. All persons claiming benefits under this section must establish their claims in a manner satisfactory to the Executive Committee.

12. The beneficiary of a member who is temporarily relieved from service by the General Electric Company and who dies within six (6) months of date of lay off, shall be

entitled to receive death benefits subject to the same conditions as if the deceased had remained in the service of the Company.

13. Upon the death of a member of the Association, any disability benefits that may be due the deceased member shall be paid to the beneficiary named. In the event of the death of the beneficiary prior to that of the member, payment shall be made to the estate of the deceased member.

14. No benefits shall be paid except to members of the Association in conformity with Article II of the Constitution and By-laws.

15. Any disabled member who has been a member of the Association for at least four (4) weeks and who requires and receives hospital care shall be entitled to hospital benefits, except as hereinafter provided, immediately upon entering the hospital at the rate of four dollars ($4.00) per day for Class C members; three dollars ($3.00) per day for Class B members; and one dollar and fifty cents ($1.50) per day for Class A members, for each day of confinement in the hospital for a total period not to exceed twenty-one (21) days in any twelve (12) consecutive months, such benefits to be paid from the Hospitalization Fund to the hospital providing care for the member. No hospitalization benefits shall be paid during the second year or any subsequent year for a continuing disability.

Members whose hospital expenses are paid in whole or in part by the General Electric Company or an insurance company under the Workman's Compensation Law or in connection with a personal injury suit or claim, or where disability is not recognized owing to provisions in Section 3 of this Article, are not entitled to hospital benefits from the Association.

In the case of a partial payment of hospital expense by an insurance company in connection with a personal injury suit or claim, the member shall be entitled to hospital benefits in an amount which when added to this partial payment will equal the amount of such benefits which would have been payable in the absence of such partial payment.

If a member carries other forms of insurance which pay hospital benefits, such other benefits shall not prevent a member from receiving full benefits from the Association. If the hospital bill is paid in full by such other insurance, the benefits from the Association shall be paid direct to the member. However, if the hospital bill is not paid in full by other insurance, the Association will pay to the hospital such part of the hospitalization benefits as may be necessary to pay the amount of the bill and if there is a balance remaining after the hospital bill is paid in full, such remaining balance shall be paid to the member.

Where a member enters a hospital sup-

ported by the Federal Government, the State or a local welfare organization, and the rates charged are below the amount of the daily hospitalization benefits specified herein, benefits will be paid at the hospital rates assessed against the member, but benefits may continue beyond the twenty-one days' limit, but not to exceed, in a twelve months' period, a total amount equal to the regular hospitalization benefits for twenty-one days.

ARTICLE IX—WITHDRAWALS AND EXPULSIONS

1. A member whose dues remain unpaid for four consecutive weeks (unless collections were not made due to some error or through no fault of the member) shall stand suspended without further notice, but may be reinstated at a later period upon the payment of all back dues, except as provided in Article VIII, Section 8. A suspended member shall lose all claim upon the Association and all interest in the property thereof.

2. A member who voluntarily withdraws from the Association shall give written notice thereof to the General Chairman, who in turn, shall notify the Payroll Department. Until such notice is received such member shall be held liable for dues.

3. A member who leaves the employ of the General Electric Company at Pittsfield shall forfeit membership and shall lose all claim upon the Association and interest in the

property thereof, except as provided for in Article VIII, Section 11.

4. A member who is temporarily relieved from service by the General Electric Company at Pittsfield shall be exempt from the payment of dues but shall not be entitled to disability benefits during such period. However, if such a member returns to work with the General Electric Company at Pittsfield without a break in his continuity of service, or within a time equal to his membership in the Association, if it does not exceed a maximum of three (3) years he may be reinstated without the payment of any entrance fee.

5. A member who shall try to defraud the Association may, upon sufficient proof being found, be expelled from same by vote of the Executive Committee, and he shall lose all claim upon the Association and all interest in the property thereof.

ARTICLE X—FUNDS

(a) General

1. All funds of the Association shall be deposited or invested in the name of the General Electric Mutual Benefit Association of Pittsfield Works.

2. All checks drawn on the funds of the Association shall be signed by the Treasurer and countersigned by the General Chairman. The Executive Committee shall appoint an alternate who may sign or countersign disability benefit checks in the absence of either

the Treasurer or General Chairman, but not for both on any one check.

3. The Executive Committee shall authorize the purchase or sale of any or all securities for or of the Association.

4. All assignments, sales, or transfers of securities registered in the name of the Association shall be authorized by the Executive Committee, and the General Chairman and the Treasurer of the Association shall be authorized to execute all papers necessary for this purpose.

5. No money of the Association shall be used for the payment of salaries or their equivalent to any officer of the Association.

6. All interest and dividends received shall be pooled and distributed to all of the various funds and sub-funds, pro rata as the average balance of the assets in each fund bears to the aggregate average balance of total assets.

(b) Disability Benefits Fund

1. The fund will be divided into three accounts. One account for Section No. 1, one for Section No. 2, and one for Section No. 3. Entrance fees and dues paid by members will be credited to the account of the Section to which they belong.

2. When the balance in an account amounts to four dollars ($4.00) per member, payment of dues for members of the section or sections involved may be suspended until

the balance has been reduced to three dollars and fifty cents ($3.50) per member. Such action, in each case, shall be taken by the General Chairman.

3. No member of the Association can be exempt from paying dues on account of the provisions madein Section 2 of this Article, unless he has already paid ten (10) weeks' dues in addition to the entrance fee.

(c) Death Benefit Fund

1. A fund shall be created to be known as the Death Benefit Fund. This fund shall be maintained by assessing the Disability Benefits Fund of each Section once a month on the basis of ten cents (10¢) for every Class A member, twenty cents (20¢) for every Class B member, and thirty (30¢) cents for every Class C member, until the fund shall have reached the sum of four thousand dollars ($4,000) when further assessments shall be suspended until the fund shall have been reduced to three thousand dollars ($3,000).

2. The Executive Committee shall have power to levy extra assessments from all Sections when, in its judgment, conditions warrant such procedure.

(d) Relief Fund

1. This Association shall maintain a Relief Fund. This fund shall be raised by profits on entertainments or other efforts, and once each calendar year, during the first week of July, there will be transferred from the Disability

Benefits Fund to the Relief Fund an amount equivalent to ten cents (10¢) for each active member.

2. The Executive Committee will decide the extent of help to be administered from the Relief Fund. Cases which have received fourteen (14) weeks' benefits in one year shall receive special consideration.

(e) Hospitalization Fund

The Association shall maintain the Hospitalization Fund by assessing the Disability Benefits Fund of each section bi-monthly on the basis of ten cents (10¢) for every Class A member, twenty cents (20¢) for every Class B member, thirty cents (30¢) for every Class C member, until the fund shall have reached the sum of six thousand dollars ($6,000) when further assessments shall be suspended until the fund shall have been reduced to five thousand, five hundred dollars ($5,500).

ARTICLE XI—LIABILITY OF MEMBERS

No member shall be under liability for any benefits above the amount actually paid by him at the time being, and in case of his failure to pay dues, the only liability or penalty resulting therefrom is suspension or forfeiture of membership as hereinbefore provided; and no member disabled through sickness or accident, nor the beneficiary of a deceased member shall have any claim on the Association, or any member thereof for benefits beyond the sum actually paid into the treasury, or which may be collected by assessments voluntarily paid by members.

ARTICLE XII—AMENDMENTS

The Constitution and By-laws may be amended (except as provided in Article XIII, Section 1) by a two-thirds (2/3) vote of the General Committee at a special meeting called for this purpose.

ARTICLE XIII—DISSOLUTION

1. This Association can not be dissolved while one Section in good standing objects to its dissolution. A Section can not be dissolved while ten members in good standing object to its dissolution. This clause can not be altered, amended, or rescinded.

2. In case of the dissolution of this Association, any funds or other property of the Association shall be given to such charitable institution or institutions as shall be determined by the Executive Committee.